

04-198



U.S. ECONOMIC ASSISTANCE PROGRAM IN EGYPT

**CONFORMED
COPY**

USAID Grant Agreement No. 263-0270

FOURTH AMENDMENT

TO

RESULTS PACKAGE AGREEMENT

BETWEEN

THE ARAB REPUBLIC OF EGYPT

AND THE

UNITED STATES OF AMERICA

FOR

EGYPT UTILITIES MANAGEMENT

Dated: 28 MAR 2002

"Certified to be a true copy of the original document signed by Ambassador C. David Welch and Mr. Willard J. Pearson, USAID Director, and on behalf of the Government of Egypt by Dr. Ahmed El-Dersh, the Minister of State for International Cooperation, and Dr. Abdulla Marzban, Administrator of the Department for Economic Cooperation with U.S.A."

Monica Smith

Monica Smith
Legal Advisor

FUNDS RESERVED

App.	721/21037	Res. No	P020070/P020071
EOCC			EPC HES10223263KG13
Off Code		Amount	\$50,220,000.00
Agent Code		Acc 3353	
Oblig. Str. Et.		Oblig. End Dt	09/30/2004
By	R&A	MACS	Date

Fourth Amendment, dated 28 MAR 2002 to the Results Package Grant Agreement, dated September 29, 1997, between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the United States Agency for International Development ("USAID") (collectively, the "Parties") for Egypt Utilities Management ("the Grant Agreement").

SECTION 1. The Grant Agreement, as previously amended, is hereby further amended as follows:

A. Section 3.1 is amended by deleting "Two Hundred Forty Six Million Seven Hundred Twenty Thousand Seven Hundred Fifty Eight United States ("U.S.") Dollars (\$246,720,758)" and substituting "Two Hundred Ninety Six Million Nine Hundred Forty Thousand Seventy Hundred Fifty Eight U.S. Dollars (\$296,940,758)" therefor.

B. Attachment No. 1.1 (Illustrative Financial Plan, USAID Contribution) attached to Annex No. 1 is deleted in its entirety and is replaced with Attachment No. 1.1 (Illustrative Financial Plan, USAID Contribution), attached hereto.

C. Section 7.1 is amended by deleting "To USAID: USAID, 106 Kasr El Aini Street, 9th Floor, Cairo, Egypt" and substituting "To USAID: USAID Plot 1/A Off El-Laselki Street, New Maadi, Cairo, Egypt" therefor.

SECTION 2. Language of Amendment. This Amendment is prepared in both English and Arabic. In the event of ambiguity or conflict between the two versions, the English language version will prevail.

SECTION 3. Except as specifically amended or modified herein, the Grant Agreement shall remain in full force and effect in accordance with all of its terms.

SECTION 4. Effectiveness. This Amendment shall enter into force when signed by both parties hereto.

SECTION 5. Ratification. The Grantee will take all necessary action to complete all legal procedures necessary to ratification of this Amendment and will notify USAID as promptly as possible of the fact of such ratification.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America, each acting through its respective duly authorized representatives, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : 

NAME : Dr. Ahmed El-Dersh

TITLE: Minister of Planning
and Minister of State for
International Cooperation

Signed on November 19, 2001

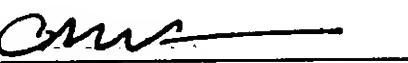
BY : 

NAME : Dr. Abdulla Marzban

TITLE: Administrator of the
Department for Economic
Cooperation With U.S.A.

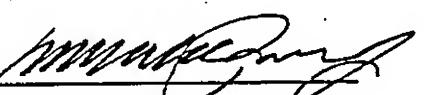
Signed on November 19, 2001

UNITED STATES OF AMERICA

BY : 

NAME : C. David Welch

TITLE: American Ambassador

BY : 

NAME : Willard J. Pearson, Jr.

TITLE: Director,
USAID/Egypt

Implementing Organizations

In acknowledgement of the foregoing Agreement, the following representatives of the implementing organizations have subscribed their names:

MINISTRY OF HOUSING, PUBLIC UTILITIES
AND URBAN COMMUNITIES

BY : M. Solaiman

NAME : Dr. Mohamed Ibrahim Solaiman

TITLE: Minister

GOVERNORATE OF FAYOUM

BY : Nassar

NAME : Eng. Saad Nassar

TITLE: Governor of Fayoum

GOVERNORATE OF ALEXANDRIA

BY : M. A. Salam

NAME : Mr. Mohamed Abdel Salam El Mahgoub

TITLE: Governor of Alexandria

GOVERNORATE OF BENI SUEF

BY : S. Shagar
NAME : Eng. Said M. El Naggar
TITLE: Governor of Beni Suef

GOVERNORATE OF MINIA

BY : H. H. Hemaida
NAME : General Hassan Hemeda
TITLE: Governor of Minia

Fayoum Economic General Authority
for Potable Water and Sanitary Drainage

BY : M. Masoud
NAME : Engineer Mahmoud Masoud
TITLE: Chairman

Alexandria Water General Authority

BY : Hassan El Shafei
NAME : Engineer Hassan El Shafei
TITLE: Chairman

Beni Suef Economic General Authority
for Potable Water and Sanitary Drainage

BY

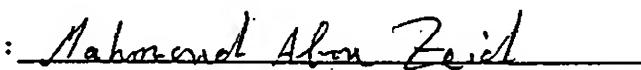


NAME : Engineer Taha Mohamed Shehata

TITLE: Chairman

Minia Economic General Authority
for Potable Water and Sanitary Drainage

BY



NAME : Engineer Mahmoud Abou Zeid Hussein

TITLE: Chairman

Egypt Utilities Management
Fourth Amendment To The Illustrative Financial Plan
USAID Contribution (US\$)

Component	USAID Contribution				Total USAID
	Previous Oblig.	This Oblig.	Oblig. To-Date	Future Oblig.	
1. Construction Program					
Master Plan and Special Studies	194,420,758	50,220,000	244,640,758	18,059,242	262,700,000
Design and Const. Supervision					
Distribution System Rehabilitation					
Raw Water Improvement					
Water/Wastewater Sys. Improvement					
Labs and support facilities					
Water/wastewater system expansion					
2. Institutional Development					
Institutional Strengthening	49,900,000	0	49,900,000	0	49,900,000
Commodities					
Water Meters					
3. Audit, Evaluation, & Assessment					
Audit	2,400,000	0	2,400,000	0	2,400,000
Evaluation					
Host Country Cont. Assessment					
RP Development					
RESULTS PACKAGE TOTAL	246,720,758	50,220,000	296,940,758	18,059,242	315,000,000

Egypt Utilities Management/Middle Egypt Governorates (263-0270.01)
Fourth Amendment To The Illustrative Financial Plan
USAID Contribution (US \$)

Component	USAID Contribution				Total USAID
	Previous Oblig.	This Oblig.	Oblig. To-Date	Future Oblig.	
1. Construction Program Master Plan and Special Studies Design and Const. Supervision Distribution System Rehabilitation Raw Water Improvement Water/Wastewater Sys. Improvement Labs and support facilities Water/wastewater system expansion	133,520,758	36,220,000	169,740,758	12,259,242	182,000,000
2. Institutional Development Institutional Strengthening Commodities Water Meters	25,200,000	0	25,200,000	0	25,200,000
3. Audit, Evaluation, & Assessment Audit Evaluation Host County Cont. Assessment RP Development	800,000	0	800,000	0	800,000
RESULTS PACKAGE TOTAL	159,520,758	36,220,000	195,740,758	12,259,242	208,000,000

Egypt Utilities Management/Alexandria (263-0270.02)
Fourth Amendment To The Illustrative Financial Plan
USAID Contribution (US\$)

Component	USAID Contribution			Total USAID
	Previous Oblig.	This Oblig.	Oblig. To-Date	
1. Construction Program				
Master Plan and Special Studies	60,900,000	14,000,000	74,900,000	5,800,000
Design and Const. Supervision				
Distribution System Rehabilitation				
Raw Water Improvement				
Water Systems Improvement				
Labs and support facilities				
Water system expansion				
2. Institutional Development	15,700,000	0	15,700,000	0
Institutional Strengthening				
Commodities				
Water Meters				
3. Audit, Evaluation, & Assessment	600,000	0	600,000	0
Audit				
Evaluation				
Host-Country Cont. Assessment				
RP Development				
RESULTS PACKAGE TOTAL	77,200,000	14,000,000	91,200,000	5,800,000
				97,000,000

Egypt Utilities Management/National-Level "Sectoral" Activities
(263-270.03)

Fourth Amendment To The Illustrative Financial Plan
USAID Contribution (US\$)

Component	USAID Contribution				Total USAID
	Previous Oblig.	This Oblig.	Oblig. To-Date	Future Oblig.	
1. Construction Program	0	0	0	0	0
2. Institutional Development	9,000,000	0	9,000,000	0	9,000,000
3. Audit, Evaluation, & Assessment	1,000,000	0	1,000,000	0	1,000,000
RESULTS PACKAGE TOTAL	10,000,000	0	10,000,000	0	10,000,000